O3R169188 2003 MAR 12 10x16

This instrument was prepared by:

Name:

Ben J. Fernandez, Esq.

Address:

Bercow & Radell, P.A.

200 S. Biscayne Boulevard, Suite 850

Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property".

IN ORDER TO ASSURE the Community Zoning Appeals Board 11 that the representations made by the owner during consideration of Public Hearing No. 01-235 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted entitled "Countryside Villas", as prepared by CAD Studio Architecture, Inc., consisting of 15 sheets; to wit: Sheet A-1 dated received June 17, 2002; and Sheets A-1A, A-1B, A-1C and A-2 through A-9; and Sheets L-1, L-2, and L-3 as prepared by Hall & Bell, P.A., all dated received September 17, 2001, and said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) That the Property shall be developed with no more than 53 single-family dwelling units.
- (3) That the Owners shall be able to obtain building permits but that final zoning inspection approval shall not be obtained for any homes on the Property prior to October 1, 2004.
- (4) That the Owners shall obtain approval for the proposed lake by the Administrative Site Plan approval process.

OFF. REC BK.

21091PG0800

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

<u>Term</u>. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or the appropriate Community Council of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

<u>Election of Remedies</u>. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional

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21091PG0801

rights, remedies or privileges.

<u>Presumption of Compliance</u>. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

<u>Severability</u>. Invalidation of any one of these covenants, by judgment of Court in no way shall not affect any of the other provisions, which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost to the Owner, following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

Witnesses:

21091PG0802

ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 29 day of 2002.

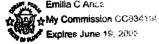
IN WITNESS WHEREOF, Countruside Investments, LLC, has caused these presents to be signed in its name by its proper officials.

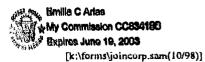
Signature Signature MENES Print Name Signature Sign	Countryside Investments, LLC Name of Corporation Address: By Shearty Enterpress, Inc. 9240 SW 72 Shearty Enterpress, Inc. MIAM; F/A 33173 By for how of the first of CEO*) [*Note: All others require attachment of original corporate resolution of authorization]
STATE OF Florida	e spepard enterprises, (nc., mangging Membel
The foregoing instrument was ackn	iowledged before me by <u>ANTONIO A SNOWIENT</u> Cihe
	(Nama)
(Title) the corporation. He/She is personally know identification.	(Name) (Name) (n to me or has produced, as
Witness my signature and officia 2002, in the County and State aforesaid.	
	Notary Public-State of FLORIDA
My Commission Expires.	Print Name **Martha Bourne Sarmiento **My Commission CC892536 **Expires December 05, 2003

21091PG0803

JOINDER BY MORTGAGEE CORPORATION

The undersigned Union Planters Bank, a National certain mortgage from Country Side Inv	Banking Asso. and Mortgagee under that
certain mortgage from Country State 1110	and recorded in Official
dated the 18th day of January 2002 Records Book 2016 7 , Page 3419	of the Public Records of Miami-Dade
Records Book 20161, Page 3911	, of the rubble Records of the accepts
County, Florida, in the original amount of \$ 380,00	00 00covering attor a portion of the property
described in the foregoing agreement, does hereby	acknowledge that the terms of this agreement
are and shall be binding upon the undersigned and	its successors in title.
IN WITNESS WHEREOF, these presents have been April, 20 02	executed this 29th day of
Witnesses:	•
Too. O. O. O.	
Effected Childs	Union Planters Bank N.A.
Gleilla Clareas Signature Exicipa Co. ARIAS	Name of Corporation
FUILIA C. ARIAS	Address:
Print Name	2800 Ponce De Leon Bouleverd
MARTORIE EDMOND	Coral Gables, Fla. 33134
Signature Godmund	By Mean Mish
Print Name	Ricardo Morales, Senior Vice Presiden
	(President, Vice-President or CEO*)
	*Note: All others require attachment
	of original corporate resolution of
	authorization]
STATE OF FORIDA	
COUNTY OF DADE	
The foregoing instrument was acknowledged before m	e by <u>KICARDO U. MORA/ES</u> the
SEUDOUICE PRESIDENT OF UNION	(Name)
(Title) the corporation. He/She is personally known to me or	Y
identification.	
	1 1 1 1
Witness my signature and official seal this	avoi U.Bul
20 b 2, in the County and State aforesaid.	Evili (Evens
	Church Com
	Notary Public-State of Flucion
	EMILIA C. ARIAS
	Print Name
My Commission Expires:	





21091PG0804

JOINDER BY MORTGAGEE - CORPORATION

The undersigned Union Planters Bank, a National		
certain mortgage from Shepard Investments I	nc.	
dated the 13th day of September 2001	,, and recorded in Official	
Records Book 19909, Page 0357		
County, Florida, in the original amount of \$ 390,00		
described in the foregoing agreement, does hereby a		
are and shall be binding upon the undersigned and it	s successors in title.	
IN WITNESS WHEREOF, these presents have been April, 20 02	executed this 29th day of	
Witnesses: Clicken Chilas Signature. EMILINA C. ARIJES	Union Planters Bank N.A.	
Signature.	Name of Corporation	
Print Name 1	Address: 2800 Ponce De Leon Boulevard	
Hachrie Stramond	Coral Gables, Fla. 33134	
Signature		
MARTORIE EDITORIA	By Selection of the sel	
Print Name	Ricardo Morales, Senior Vice President	
6	(President, Vice-President or CEO*)	
	[*Note: All others require attachment and the ass	
•	of original corporate resolution of	
STATE OF FlorIDA	authorization]	
COUNTY OF DADE		
	· Comments Il Mostore	
The foregoing instrument was acknowledged before me by <u>EICARDO M. MORALES</u> the SEVICE VICE PRESIDENT OF UNION CHANTERS BAR Corporation, on behalf of		
(Title) SEVIOLE PRESIDENT OF DUICE (1	(Name) Corporation, on behalf of	
the corporation. He/She is personally known to me or h		
identification.	<i>n</i> • <i>n</i>	
Witness my signature and official seal this 27. Widay	voi apail	
2007, in the County and State aforesaid.	Bijulei Careas	
	Notary Public-State of Floring	
en e	EXILIA C. ARIAS	
	Print Name	

My Commission Expires:



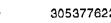
OFF. REC BK.

21091PG0805

Exhibit "A"

Tract 5 of Miami Everglades Land Co. Subdivision Plat Book 2 on Page 3 in Section 29 Township 545 Range 39 E. 106 30 02

RECORDED IN OFFICIAL RECORDS BOOK
OF CHOICE COUNTY, FLORIDA
RECORD VERFRED
HARVEY RIJVIN
OF FIRST FROM BOT
OF FIRST FROM BOT



Copy of Orig' as okd by Rog soos

This instrument was prepared by:

Name:

Ben J. Fernandez, Esq.

Address:

Bercow & Radell, P.A.

200 S. Biscayne Boulevard, Suite 850

Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B".

IN ORDER TO ASSURE the Community Zoning Appeals Board 11 that the representations made by the owner during consideration of Public Hearing No. 01-235 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

That said Property shall be developed substantially in accordance with the plans (1) previously submitted entitled "Countryside Villas", as prepared by CAD Studio Architecture, Inc., consisting of 15 sheets; to wit: Sheet A-1 dated received June 17, 2002; and Sheets A-1A, A-1B, A-1C and A-2 through A-9; and Sheets L-1, L-2, and L-3 as prepared by Hall & Bell, P.A., all dated received September 17, 2001, and same probeing on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.

That the Property shall be developed with no more than 60 single-family dwelling units. as prepared by Hall & Bell, P.A., all dated received September 17, 2001, and said plans

(2)

County Inspection. As further part of this Declaration, it is hereby understood and agreed that 06 any official inspector of Miami-Dade County Department of Planning and Zoning, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

JUN-18

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or the appropriate Community Council of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional

JUN-18

rights, remedies or privileges.

SENT BY: BERCOW & RADELL, PA;

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court in no way shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

SENT BY: BERCOW & RADELL, PA;

JUN-18

Exhibit "A"

The East and West ½ of Tract 5 of MIAMI EVERGLADES LAND CO. SUBDIVISION according to the Plat thereof, as recorded in Plat Book 2, at Page 3, in Section 29, Township 54 South, Range 39 East, of the Public Records of Miami-Dade County Florida.

}

APR-25-02 11:53AM;

Witnesses:

ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 29 day of 2002.

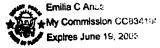
IN WITNESS WHEREOF, Countruside Investments, LLC, has caused these presents to be signed in its name by its proper officials.

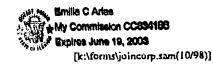
* angel humer	
- 1/0 - 1/0 1	Countryside Investments, LLC
Signature Mexes	Name of Corporation Address:
Print Nant	9240 SW 72m Stut #216
x Harrenby	MIAMI FLA 33173
Signature	
KENE SARGENTON	By My Lyuo NXQ Mullion
Print Name	(President, Vice-President or CEO*)
	[*Note: All others require attachment
	of original corporate resolution of
	authorization]
STATE OF Florida	
STATE OF <u>Florida</u> COUNTY OF <u>Mari-Da</u> le	
The foregoing instrument was acknow	ledged before me hy ANTUNIO A SNUMENTOTHE
MANAGER OF C	(Name) (Name) (Name)
(Title)	(Name)
the corporation. He/She is personally known t	o me or has produced, as
identification.	0/1
Witness my signature and official s	eal this 29th day of // Useal
2002, in the County and State aforesaid.	
	Hall Judna fismeen to
	Notary Public-State of FLOUDA
	Varine Norma
A Company Control	TITLE MY Commission CCR02526
My Commission Expires:	Expires December 05, 2003

JOINDER BY MORTGAGEE - CORPORATION

The undersigned Union Planters Bank, a National	Banking Asso, and Mortgagee under that
certain mortgage from Country Side Inve	stments L.L.C.
dated the 18th day of January 2002	and recorded in Official
Records Book 2016 7 , Page 3414	, of the Public Records of Miami-Dade
County Florida in the original amount of \$ 380,000	on the property
described in the foregoing agreement, does hereby a	cknowledge that the terms of this agreement
are and shall be binding upon the undersigned and it	s successors in title.
IN WITNESS WHEREOF, these presents have been April, 20 02	executed this 29th day of
Witnesses:	·
Geilea Clereas Signature Exicipa C. ARIAS	Union Planters Bank N.A.
Signature	Name of Corporation
ENILIA C. ARIAS	Address:
Print Name	2800 Ponce De Leon Boulevard
MARTORIE EDMOND	Coral Gables, Fla. 33134
Signature	
Hayre Godmind	By flewer Min
Print Name	Rigardo Morales, Senior Vice President
7.2	(President, Vice-President or CEO*)
	[*Note: All others require attachment
	of original corporate resolution of
	authorization]
STATE OF FORIDA	
STATE OF FORIBA COUNTY OF DADE	
COUNTY OF	
The foregoing instrument was acknowledged before me	by <u>KICARDO U. HORALES</u> the
SEDIDE VICE PRESIDENT OF UNION	1 111 DIE DO 151/16 Red portation, on benefit of
(Title)	(Name) nas produced as
the corporation. He/She is personally known to me or	las produced
identification.	A 2 \ 2
Witness my signature and official seal this July	voi Upul
2062, in the County and State aforesaid.	Brighing Quens
	Notary Public-State of Floriby
	Exicin C. ARIAS
	Print Name
	Lune manie

My Commission Expires:





JOINDER BY MORTGAGEE - CORPORATION

The undersigned Union Planters Bank, a National	Banking Asso, and Mortgagee under that
certain mortgage from Shepard Investments I	nc.
dated the 13th day of September 2001	,, and recorded in Official
Records Book 19909, Page 0357	, of the Public Records of Miami-Dade
County, Florida, in the original amount of \$ 390,00	0.0 @overing all/or a portion of the property
described in the foregoing agreement, does hereby a	cknowledge that the terms of this agreement
are and shall be binding upon the undersigned and it	s successors in title.
IN WITNESS WHEREOF, these presents have been	executed this 29th day of
April , 20 02 .	
31 (4,	
Witnesses:	
Chilin Clercas	Union Planters Bank N.A.
Signature à	Name of Corporation
Signature. EARINE	Address:
Print Name	2800 Ponce De Leon Boulevard
Hallow Abdmind	Coral Gables, Fla. 33134
Signature	
MARTORIE EDIYENID	By Select Ming
Print Name	Ricardo Morales, Senior Vice President
l d	(President, Vice-President or CEO*)
	[*Note: All others require attachment ASSOCIATION ASSO
	of original corporate resolution of
Elanina	authorization]
STATE OF FlorIDA COUNTY OF DADE	를 내 (Com 각기) (Shi) (Shi
JANE	
The foregoing instrument was acknowledged before me	by EIRARDO H MORALES the
The loregoing histrometri was acknowledged before me	(Name)
SEVER VICE PRESIDENTOS UNION OF	Corporation, on denail of
(Title)	(Name)
the corporation. He/She is personally known to me or hidentification.	as produced
Witness my signature and official seal this 7 Mida	yor april
2000, in the County and State aforesaid.	Bro dear
,, ,	Chiules Callas
	Notary Public-State of Floring
· X	EMILIA C. ARIMS
	Print Name

My Commission Expires:

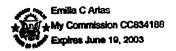


Exhibit "A"

Tract 5 of Miami Everglades Land Co. Subdivision Plat Book 2 on Page 3 in Section 29 Township 545 Range 39 E. 4-06-50-02

LAW OFFICES

BERCOW & RADELL

PROFESSIONAL ASSOCIATION

JEFFREY BERCOW BEN J. FERNANDEZ MICHAEL W. LARKIN GRAHAM C. PENN MICHAEL E. RADELL MARK A. ROTHENBERG

JANA K. McDONALD OF COUNSEL

FIRST UNION FINANCIAL CENTER, SUITE 850 200 SOUTH BISCAYNE BOULEVARD MIAMI, FLORIDA 33131

DIRECT LINE: (305) 377-6235 BFERNANDEZ@BRZONINGLAV

TELEPHONE (305) 374-5300

ZONING SERVICES DIVISION, DADE COUNTY

DEPT. OF PLANNING & ZONING

VIA HAND DELIVERY

June 11, 2002

Ms. Nancy Rubin, Esq. Departmental Legal Counsel Miami-Dade County Planning and Zoning Department Stephen P. Clark Center 111 NW 1st Street, 11th Floor Miami, FL 33128

RE: William P. Calvert - PH No. 01-235

Dear Ms. Rubin:

Enclosed herewith is the Declaration of Restrictions that the owner of the property that is the subject of the referenced application intends to proffer at the public hearing before Community Zoning Appeals Board 11 on June 18, 2002. Also enclosed is the Opinion of Title for the Property.

Please let me know whether the Declaration of Restrictions is acceptable to the Department in order that the owner may proffer the covenant it public hearing. Please call me should have any question regarding this information.

Thank you for your attention to this matter.

Ben Fernandez

BF/bl Enclosures

Maria Teresa Fojo (w/ enclosures via Hand Delivery) cc: Antonio Sarmiento (w/o enclosures - via US Mail)